Case 2:07-cv-06520-LAK

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DESTINATION ID

ST. TIME

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### Fishers

Solicitors

fax transmission

To:

MARCEGEGLIA SPA

For the attention of:

Mr Tontini

Your reference:

Your fax:

+39 0376657095

Our reference:

KS/C000910

Email:

sharma@fishcity.co.uk

Date:

07 September 2007

Total no of pages:

3 including this page

# "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

80

RE:

"VERA" - VOYAGE CHANGSHU TO RAVENNA

BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE

FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

#### fax transmission

To:

COSTRUZIONI CIMOLAI ARMANDO SPA

For the attention of:

Mr Botaccin/ Mr Venturelli

Your reference:

Your fax:

+39 0434558226

Our reference:

KS/C000910

Email:

sharma@fishcity.co.uk

Date:

07 September 2007

Total no of pages:

3 including this page

# "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE:

"VERA" - VOYAGE CHANGSHU TO RAVENNA

BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE

FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

#### Please Telephone 020 7613 8111 if any pages are unclear

Nicholas Fisher

72 Leonard Street London EC2A 4QX
Telephone: 020 7613 8111 Fax:020 7613 8112
E-mail info@fishcity.co.uk

This facsimile message contains information that is confidential and which may be subject to legal privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or copy this message. If you have received this message in error, please notify us by telephone or facsimile and return the original to us by post to the above address

CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

#### "Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank Mayfair Branch 10 Berkeley Square London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808

IBAN: GB88AIBK23928520119808

SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,

Kish Sharma

\*\*\*\*\*\*\*\*\*\*\*\*\*

TRANSMISSION OK

TX/RX NO

RECIPIENT ADDRESS

DESTINATION ID

ST. TIME TIME USE

PAGES SENT RESULT 4686

00390434558226

07/09 17:59

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### Fishers

Solicitors

fax transmission

To:

COSTRUZIONI CIMOLAI ARMANDO SPA

For the attention of:

Mr Botaccin/ Mr Venturelli

Your reference:

Your fax:

+39 0434558226

Our reference:

KS/C000910

Email:

sharma@fishcity.co.uk

Date:

07 September 2007

Total no of pages:

including this page

# "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE:

"VERA" - VOYAGE CHANGSHU TO RAVENNA

BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE

FIXTURE DATED 07.06.07

84

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

Case 2:07-cv-06520-LAK Document 48 Filed 01/07/2008 Page 7 of 51

### fax transmission

To:

**IMS SPA** 

For the attention of:

Your reference:

Your fax:

+39 0396183375

Our reference:

KS/C000910

Email:

sharma@fishcity.co.uk

Date:

07 September 2007

Total no of pages:

3 including this page

# "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE:

"VERA" - VOYAGE CHANGSHU TO RAVENNA

BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE

FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

#### Please Telephone 020 7613 8111 if any pages are unclear

Nicholas Fisher

72 Leonard Street London EC2A 4QX
Telephone: 020 7613 8111 Fax:020 7613 8112
E-mail Info@fishcity.co.uk

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#### Case 2:07-cv-06520-LAK Document 48 Filed 01/07/2008 Page 8 of 51

CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

#### "Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank Mayfair Branch 10 Berkeley Square London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808

IBAN:

GB88AIBK23928520119808

SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

86

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,

Kish Sharma

Case 2:07-cv-06520-LAK

Dt/tuntent\*48\*\*\*\*Filed 01/07/2008 Page 10 of 51

\*\*\* TX REPORT \*\*\* \*\*\*\*\*\*\*\*\*\*\*\*

TRANSMISSION OK

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TIME USE

01'38

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## Fishers

Solicitors

fax transmission

To:

IMS SPA

For the attention of:

Your reference:

Your fax:

+39 0396183375

Our reference:

KS/C000910

Email:

sharma@fishcity.co.uk

Date:

07 September 2007

Total no of pages:

3 including this page

### "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RF:

"VERA" - VOYAGE CHANGSHU TO RAVENNA

BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE

88

FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby rishers

### Case 2:07-cv-06520-LAK Dechipert 480 r Filed 01/07/2008 Page 11 of 51

#### fax transmission

To:

SICAM SPA

For the attention of:

Your reference:

Your fax:

+39 0384202291

Our reference:

KS/C000910

Email:

sharma@fishcity.co.uk

Date:

07 September 2007

Total no of pages:

3 including this page

#### "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE **NOTICE OF LIEN**

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE:

"VERA" - VOYAGE CHANGSHU TO RAVENNA

BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE

FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

### Please Telephone 020 7613 8111 if any pages are unclear

Nicholas Fisher

72 Leonard Street London EC2A 4QX Telephone: 020 7613 8111 Fax:020 7613 8112 E-mail info@fishcity.co.uk

89

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Allied Irish Bank Mayfair Branch 10 Berkeley Square London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808

IBAN: GB88AIBK23928520119808

SWIFT: AIBKGB2L

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Regards,

Tich Charma

TRANSMISSION OK

TX/RX NO

RECIPIENT ADDRESS

DESTINATION ID

ST. TIME TIME USE

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# Fishers

Solicitors

fax transmission

To:

SICAM SPA

For the attention of:

Your reference:

Your fax:

+39 0384202291

Our reference:

KS/C000910

Email:

sharma@fishcity.co.uk

Date:

07 September 2007

Total no of pages:

3

including this page

# "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

93

RE:

"VERA" - VOYAGE CHANGSHU TO RAVENNA

BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE

FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

#### fax transmission

To:

**EUSIDER SPA** 

For the attention of:

Your reference:

Your fax:

+39 031879105

Our reference:

KS/C000910

Email:

sharma@fishcity.co.uk

Date:

07 September 2007

Total no of pages:

3 including this page

# "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE NOTICE OF LIEN

TO:

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BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE

FIXTURE DATED 07.06.07

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#### Please Telephone 020 7613 8111 if any pages are unclear

Nicholas Fisher

72 Leonard Street London EC2A 4QX
Telephone: 020 7613 8111 Fax:020 7613 8112
E-mail info@fishcity.co.uk

93

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Case 2:07-cv-06520-LAK Document 48 Filed 01/07/2008 Page 17 of 51 CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

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Allied Irish Bank Mayfair Branch 10 Berkeley Square London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808

IBAN: GB88AIBK23928520119808

SWIFT: AIBKGB2L

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Please Telephone 020 7613 8111 if any pages are unclear

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Regards,

95

TRANSMISSION OK

TX/RX NO

4683

\*\*\*\*\*\*\*\*\*\*\*

RECIPIENT ADDRESS

0039031879105

DESTINATION ID

07/09 17:51

ST. TIME TIME USE

01'31

PAGES SENT

3

RESULT

OK.

## Fishers

Solicitors

fax transmission

To:

**EUSIDER SPA** 

For the attention of:

Your reference:

Your fax:

+39 031879105

Our reference:

KS/C000910

Email:

sharma@fishcity.co.uk

Date:

07 September 2007

Total no of pages:

3 including this page

# "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

96

SINORICHES GLOBAL LIMITED

RE:

"VERA" - VOYAGE CHANGSHU TO RAVENNA

BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE

FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

risners Page 21 of 51

#### Case 2:07-cv-06520-LAK

## Document 48 Filed 01/07/2008

### fax transmission

To:

COMMERCIALE TUBI S.P.A

For the attention of:

Your reference:

Your fax:

+39 0421679679

Our reference:

KS/C000910

Email:

sharma@fishcity.co.uk

Date:

07 September 2007

Total no of pages:

3 including this page

### "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE **NOTICE OF LIEN**

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE:

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BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE

FIXTURE DATED 07.06.07

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#### Please Telephone 020 7613 8111 if any pages are unclear

Nicholas Fisher

72 Leonard Street London EC2A 4QX Telephone: 020 7613 8111 Fax:020 7613 8112 E-mail info@fishcity.co.uk

97

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CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

#### "Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank Mayfair Branch 10 Berkeley Square London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808

IBAN: GB88AIBK23928520119808

SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party. 98

By this Notice we also examples 64. Francise 64. Francisco for the congression of the fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,

Kish Sharma

Case 2:07-cv-06520-LAK

\*\*\*\*\*\*\*

TRANSMISSION OK

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4681

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07/09 17:46

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## Fishers

Solicitors

fax transmission

To:

COMMERCIALE TUBI S.P.A

For the attention of:

Your reference:

Your fax:

+39 0421679679

Our reference:

KS/C000910

Email:

sharma@flshcity.co.uk

Date:

07 September 2007

Total no of pages:

3 including this page

# "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

100

RE:

"VERA" - VOYAGE CHANGSHU TO RAVENNA

BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE

FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

#### Garth Wolfson [Mahoney & Keane]

From: Kish Sharma [sharma@fishcity.co.uk]

**Sent:** Friday, January 04, 2008 8:10 AM

To: Garth Wolfson [Mahoney & Keane]

Subject: "VERA" Message 5 of 6

<<Claim v Sinoriches Bundle pp 101-163.doc>>

Dear Garth,

As stated in our first email, please find **attached** pages 101-163 of the bundle of documents served with the Claim Submissions in the Sinoriches arbitration.

Best regards,

Kish Sharma

**Fishers** 

72 Leonard Street

London EC2A 4QX

Regulated by the Solicitors Regulation Authority

Tel: +44 (0)20 7613 8111

Fax: +44 (0)20 7613 8112

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XINYU IRON AND STEEL CORP XINYU,JIANGXI 338001,CHINA		
Consignee TO THE ORDER		
Notify address		
COSTRUZIONI CIMOLAI ARMANI VIA UNGARESCA 38, 33170 POR		
Vessel MV. VERA V.34	port of loading CHANGSHU, CHINA	
port of discharge RAVENNA PORT, ITALY		
Shipper's description of goods		Gross Weight
PAINT STENCILED STEEL GRADE/AND MARKS CE HEAT NO. SIZE:	PRIME HOT ROLLED STEEL PLATES	166.737MT
	L/C NO.: 009926006425	
2.6 PC 3.12 PC	STEEL PLATES STORED AT THE OPEN YARD W S WITH SURFACE PARTLY RUST STAINED; CS WITH SURFACE RUST STAINED; STEEL PLATE SURFACE WERE SCRATCHED SL	
	erties and exceptions of the charterpa Arbitration clause are herewith inco	
SAY T	OTAL:18PCS	
	PED ON BOARD GHT PREPAID	
SAV	TOTAL EIGHTEEN PIECES ONLY	

(of which Ni	L Loss or damage howso		s risk; the Carrier not	
Freight payable as per	loss or dathage nowso	SHIPP	ED at the port of loading in	apparent good order and condition on board the
CHARTER-PARTY dated 06.06.20	07 ISSUED IN	vessel for carriage to the port of Discharge of so near thereto as she may safely get the goods specified above.		
GREECE		Weight, measure	, quality, quantity, condition, conte	nts, and value unknown
FREIGHT ADVANCE. Received on account of freight:		IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Silis of Lading indicated below all of this tenor and date, any one of which being accomplished the other shall be void.		
		FOR CONDITION	IS OF CARRIAGE SEE OVERLE	<b>AF</b>
Time used for loading	dayshours.			
•	Freight payable at		Place and date of Issue	
·			CHANGSHU, CHINA	JUN 28 , 2007
	Number of original Bs/L		Signature	
	THREE(3)	10	1	
Time used for loading	Freight payable at  Number of original Bs/		CHANGSHU,CHINA	JUN 28 , 2007

PAGE

CODE NAME CONCENSITE SPITTONESSO LAK DOCUMENT 48 BILLEDE LADING /2008 B/LP199 VE34CS251 Shipper Shipper XINYU IRON AND STEEL CORPORATION LIMITED. XINYU CITY, JIANGXI PROVINCE, CHINA Consignee TO THE ORDER Notify address COSTRUZIONI CIMOLAI ARMANDO S.P.A VIA UNGARESCA, 38 33170 PORDENONE(PN) ITALY Vessel port of loading MV. VERA V.34 CHANGSHU PORT, CHINA port of discharge RAVENNA PORT, ITALY Shipper's description of goods Gross Weight PAINT STENCILED 2131.249MT STEEL GRADE/AND PRIME HOT ROLLED STEEL PLATES MARKS CE HEAT NO. SIZE: L/C NUMBER:033795131804877 1.THE STEEL PLATES STORED AT THE OPEN YARD WITHOUT ANY COVER: 2.229 PCS WITH SURFACE PARTLY RUST STAINED: 3.89 PCS WITH SURFACE RUST STAINED: 4.ALL STEEL PLATE SURFACE WERE SCRATCHED SLIGHTLY: ALL TERMS AND CONDITIONS, LIBERTIES AND EXCEPTIONS OF THE CHARTERPARTY DATED 06.06.2007 INCLUDING THE ENGLISH LAW AND ARBITRATION CLAUSE ARE HEREWITH INCORPORATED, SAY TOTAL:318PCS SHIPPED ON BOARD FREIGHT PREPAID SAY TOTAL THREE HUNDRED AND EIGHTEEN PIECES ONLY (of which NIL on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising) Freight payable as per SHIPPED at the port of loading in apparent good order and condition on board the vessel for carriage to the port of Discharge of so near thereto as she may safely get the goods CHARTER-PARTY dated 06 06 2007 ISSUED IN specified above. GREECE Weight, measure, quality, quantity, condition, contents, and value unknown IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of FREIGHT ADVANCE. Lading indicated below all of this tenor and date, any one of which being accomplished the other Received on account of freight: FOR CONDITIONS OF CARRIAGE SEE OVERLEAF Time used for loading..... ..hours days. Freight payable at Place and date of issue JUN 26, 2007 CHANGSHU, CHINA Number of original Bs/L Signature

102

THREE(3)

AS AGENT FOR AND ON BEHALF OF MASTER:

THREE(3)

AS AGENT FOR AND ON BEHALF OF MASTER:

Shipper's description of goods

Gross Weight

N/M

101BUNDLES

G.W.: 178.948MT

72.97M3

SEAMLESS CARBON STEEL TUBE/STEEL GRADE J55
(SECONDARY GRADE TUBE)
SIZE O.D.73.02WALL5.51MM 8500MM QUANTITY 1,590PCS, 139.382MT
SIZE O.D.88.90WALL6.45MM 8500MM QUANTITY 311PCS, 39.566MT
GOODS RENDERED CIF RAVENNA PORT ITALY

- 1) THE STEEL TUBES STORED AT THE OPEN YARD WITH TARPAULIN COVERED ON THE SURFACE DURING RAIN BEFORE LOADING
- 2) ALL BUNDLES PACKING PUNCTURED IN NUMBER POSITIONS AT LOCATION. VISIBLE TUBES WITH SURFACE RUST STAINED
- 3) 28 BUNDLES OF THE STEEL TUBES WERE WITH METAL STRAPS BROKEN/MISSING 1-3 PCS

ALL TERMS AND CONDITIONS, LIBERTIES AND EXCEPTIONS OF THE CHARTERPARTY DATED 06.06.2007 INCLUDING THE ENGLISH LAW AND ARBITRATION CLAUSE ARE HEREWITH INCORPORATED.

#### FREIGHT PREPAID

#### SAY TOTAL ONE HUNDRED AND ONE BUNDLES ONLY

(of which NIL on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER-PARTY dated 06 JUNE, 2007

SHIPPED at the port of loading in apparent good order and condition on board the vessel for carriage to the port of Discharge of so near thereto as she may safely get the goods specified above.

FREIGHT ADVANCE.

Received on account of freight:

Weight, measure, quality, quantity, condition, contents, and value unknown

IN WITNESS whereof the Master or Agent of the sald Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the other shall be void.

Time used for loading......days.....hours.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at
FREIGHT PAYABLE AS PER
CP DD 06.06.2007 ISSUED IN
GREECE

Number of original Bs/L

3/3 (THREE)

Place and date of issue
CHANGSHU PORT, CHINA
2007-06-30

Signature
AS AGENT FOR AND ON BEHALF OF MASTER:
PANFILOV YURIY

104

N/M

19BUNDLES

G.W.: 32.609MT

10.12M3

"SEAMLESS CARBON STEEL TUBE ACCORDING TO GB/T 8162/STEEL GRADE 16Mn" AS PER PURCHASE CONTRACT NO.070125 DATED JAN.25,2007 GOODS DELIVERED CIF RAVENNA PORT

- 1) THE STEEL TUBES STORED AT THE OPEN YARD WITH TARPAULIN COVERED ON THE SURFACE DURING RAIN BEFORE LOADING
- 2) ALL BUNDLES PACKING PUNCTURED IN NUMBER POSITIONS AT LOCATION.
- 3) 7 BUNDLES OF THE STEEL TUBES WERE WITH METAL STRAPS BROKEN/MISSING 1-3 PCS

ALL TERMS AND CONDITIONS, LIBERTIES AND EXCEPTIONS OF THE CHARTERPARTY DATED 06.06.2007 INCLUDING THE ENGLISH LAW AND ARBITRATION CLAUSE ARE HEREWITH INCORPORATED.

#### FREIGHT PREPAID

#### SAY TOTAL NINETEEN BUNDLES ONLY

(of which

on deck at Shipper's risk; the Carrier not

being responsible for loss or damage howscever arising)

Freight payable as per CHARTER-PARTY dated 06 JUNE, 2007

SHIPPED at the port of loading in apparent good order and condition on board the vessel for carriage to the port of Discharge of so near thereto as she may safely get the goods specified above.

FREIGHT ADVANCE. Received on account of freight: Weight, measure, quality, quantity, condition, contents, and value unknown

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the other shall be vold.

Time used for loading......days......days......hours. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

> Freight payable at Place and date of issue FREIGHT PAYABLE AS PER CHANGSHU PORT, CHINA CP DD 06.06.2007 ISSUED IN 2007-06-30 GREECE Number of original Bs/L Signature AS AGENT FOR AND ON BEHALF OF MASTER: 3/3 (THREE) PANFILOV YURIY 105

CODE NAME CONCENSIAL CONTROL SHIP CONTROL SH WUXI DINGYUAN PRECISION COLD-DRAWN STEEL PIPE CO. LTD. INDUSTRIAL PARK OF QIANQIAO TOWN, QIANQIAO WUXI 214151 JIANGSU / P.R.CHINA

Consignee

TO THE ORDER OF EUROTUBI ALBERT FRANK SRL

Notify address

EUROTUBI ALBERT FRANK SRL VIA CECCARDI ROCCATAGLIATA C 4 16121 GENOVA

Vessel

port of loading

VERA V.34

CHANGSHU, CHINA

port of discharge RAVENNA, ITALY

Shipper's description of goods N/M

109BUNDLES

G.W.: 85.820MT

**Gross Weight** 101.09M3

SEAMLESS CARBON STEEL TUBE ACCORDING TO EN 10216-1/STEEL

**GRADE P235TR2 AS FOLLOWS:** 

MT 85.820 MT 5PCT +/-

SIZE(mm) LENGTH(mm) TONS 139.7X4 6000 19.880 168.3X4.5 6000 56.314 219.1X5.9 6000 9,626 LENGTH TOLERANCE -0mm, +50mm AS PER P.O.NO.061114 DATED NOV14,2006

- GOODS RENDERED CIF RAVENNA
- 1) THE STEEL TUBES STORED AT THE OPEN YARD WITH TARPAULIN COVERED ON THE SURFACE DURING RAIN BEFORE LOADING 2) ALL BUNDLES PACKING PUNCTURED IN NUMBER POSITIONS AT LOCATION. VISIBLE
- TUBES WITH SURFACE RUST STAINED 3) 33 BUNDLES OF THE STEEL TUBES WERE WITH METAL STRAPS BROKEN/MISSING 1-3 PCS

ALL TERMS AND CONDITIONS, LIBERTIES AND EXCEPTIONS OF THE CHARTERPARTY DATED 06.06.2007 INCLUDING THE ENGLISH LAW AND ARBITRATION CLAUSE ARE HEREWITH INCORPORATED.

#### FREIGHT PREPAID

SAY TOTAL ONE HUNDRED AND NINE BUNDLES ONLY

(of which

on deck at Shipper's risk; the Carrier not

being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated 06 JUNE, 2007

FREIGHT ADVANCE Received on account of freight: SHIPPED at the port of loading in apparent good order and condition on board the vessel for carriage to the port of Discharge of so near thereto as she may safely get the goods specified above

Weight, measure, quality, quantity, condition, contents, and value unknown

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading Indicated below all of this tenor and date, any one of which being accomplished the other

shall be vold.

Time used for loading......hours,

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at FREIGHT PAYABLE AS PER CP DD 06.06.2007 ISSUED IN GREECE

Place and date of Issue CHANGSHU PORT, CHINA

2007-06-29

Number of original Bs/L

3/3 (THREE)

Signature

AS AGENT FOR AND ON BEHALF OF MASTER: **PANFILOV YURIY** 

108

1 AUL -Document 48 TO BE USED WITH CHARTER PARTIES OF E34CS 51 BUL NO. CODE NAME CONCENSION EDITION 1994 LAK Shipper WUXI DINGYUAN PRECISION COLD-DRAWN STEEL PIPE CO. LTD. INDUSTRIAL PARK OF QIANQIAO TOWN, QIANQIAO WUXI 214151 JIANGSU / P.R.CHINA Consignee TO THE ORDER OF EUROTUBI ALBERT FRANK SRL

Notify address EUROTUBI ALBERT FRANK SRL VIA CECCARDI ROCCATAGLIATA C 4 16121 GENOVA

Vessel VERA V.34

port of loading CHANGSHU, CHINA

port of discharge RAVENNA, ITALY

Shipper's description of goods N/M

171BUNDLES

Gross Weight 151.65M3 G.W.: 129,992MT

SEAMLESS CARBON STEEL TUBE ACCORDING TO EN 10216-1/STEEL

**GRADE P235TR2 AS FOLLOWS:** MT 129.992 MT 5PCT +/-

TONS LENGTH(mm) SIZE(mm) 30.618 139.7X4 6000 68.220 6000 168.3X4.5 6000 31.154 219.1X5.9 LENGTH TOLERANCE -0mm, +50mm

AS PER P.O.NO.061113 DATED NOV 13,2006 GOODS RENDERED CIF RAVENNA

- 1) THE STEEL TUBES STORED AT THE OPEN YARD WITH TARPAULIN COVERED ON THE SURFACE DURING RAIN BEFORE LOADING
- 2) ALL BUNDLES PACKING PUNCTURED IN NUMBER POSITIONS AT LOCATION. VISIBLE TUBES WITH SURFACE RUST STAINED
- 3) 39 BUNDLES OF THE STEEL TUBES WERE WITH METAL STRAPS BROKEN/MISSING 1-3 PCS

ALL TERMS AND CONDITIONS, LIBERTIES AND EXCEPTIONS OF THE CHARTERPARTY DATED 06.06.2007 INCLUDING THE ENGLISH LAW AND ARBITRATION CLAUSE ARE HEREWITH INCORPORATED.

#### FREIGHT PREPAID SAY TOTAL ONE HUNDRED AND SEVENTY ONE BUNDLES ONLY on deck at Shipper's risk; the Carrier not (of which

being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER PARTY dated 06 JUNE, 2007

**FREIGHT ADVANCE** 

Received on account of freight:

SHIPPED at the port of loading in apparent good order and condition on board the vessel for carriage to the port of Discharge of so near thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents, and value unknown

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the other

shall be void.

Time used for loading.......days......hours.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Place and date of Issue Freight payable at FREIGHT PAYABLE AS PER CP DD 06.06.2007 ISSUED IN GREECE

CHANGSHU PORT, CHINA 2007-06-30

Number of original Bs/L

3/3 (THREE)

AS AGENT FOR AND ON BEHALF OF MASTER: PANFILOV YURIY

10

STEEL PIPE CO. INDUSTRIAL PA	N PRECISION COLD DRAWN	DILL OF LADING  NENT 48 TO BE USED WITH CHARTER PAR  IAO		
Consignee TO ORDER				
Notify address EUROTUBI ALB	ERT FRANK SRL			
/essel VERA V.34	port of loading CHANGSHU, CHINA			
oort of discharge RAVENNA, ITAL	Υ			
Shipper's description of (	goods		Gross Weight	
N/M	115BUNDLES	G.W.: 206.063MT	83.70M3	
2) 3) AL 06.	(SECONDARY GRADE TO SIZE O.D.73.03WALL5.5 SIZE O.D.88.90WALL6.4 SIZE O.D.60.30WALL4.8 GOODS RENDERED CITHE STEEL TUBES STORED AT TO SURFACE DURING RAIN BEFORE ALL BUNDLES PACKING PUNCT TUBES WITH SURFACE RUST STATES AND CONDITIONS, LIBITERMS AND CONDITIONS, LIBITER	51MM 8500MM QUANTITY 1,879PCS, 45MM 8500MM QUANTITY 285PCS, 35 85MM 8500MM QUANTITY 74PCS, 4.8 F RAVENNA PORT ITALY HE OPEN YARD WITH TARPAULIN CO E LOADING URED IN NUMBER POSITIONS AT LOC	.038MT 10MT  VERED ON THE CATION. VISIBLE KEN/MISSING 1-3 PCS ARTERPARTY DATED	
	SAY TOTAL ONE HUNDR	PREPAID  ED AND FIFTEEN BUNDLES ONLY on deck at Shipper's risk; the Carrier not sever arising)		
Freight payable as p	per		pparent good order and condition on bo ear thereto as she may safely get the	
FREIGHT ADVANC	E.	Weight, measure, quality, quantity, condition, contents, and value unknown		

shall be void.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the other

Received on account of freight:

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Time used for loading.....hours. Freight payable at

Place and date of issue FREIGHT PAYABLE AS PER CHANGSHU PORT, CHINA CP DD 06.06.2007 ISSUED IN 2007-06-30 **GREECE** Number of original Bs/L AS AGENT FOR AND ON BEHALF OF MASTER: 3/3 (THREE) **PANFILOV YURIY** 

108

PAGE CODE NAME CONGENBUL EDITION 1994 BLL OF LADING BLL OF LADING BL NO. Shipper Case 2.07-cv-06520-LAK Document 48 TO BE USED WITH CHARTERS OF BLANCH BROWN BALL OF LADING BLANCH BROWN BALL BRO Shipper WUXI DINGYUAN PRECISION COLD-DRAWN STEEL PIPE CO. LTD. INDUSTRIAL PARK OF QIANQIAO TOWN, QIANQIAO WUXI 214151 JIANGSU / P.R.CHINA Consignee EUROTUBI ALBERT FRANK SRL VIA ROCCATAGLIATA CECCARDI 4-20 16121 GENOVA ITALY Notify address EUROTUBI ALBERT FRANK SRL VIA TROTTI,112 15100 ALESSANDRIA AL Vessel port of loading VERA V.34 CHANGSHU, CHINA port of discharge RAVENNA, ITALY

Shipper's description of goods

Gross Weight

N/M

#### 354 BUNDLES

G.W.: 341.068MT

SEAMLESS CARBON STEEL TUBE ACCORDING TO EN 10255

I)THE STEEL TUBES STORED AT THE OPEN YARD WITH TARPAULIN COVERED ON THE SURFACE DURING RAIN BEFORE LOADING

- 2)ALL BUNDLES PACKING PUNCTURED IN NUMBER POSITIONS AT LOCATION. VISIBLE TUBES WITH SURFACE RUST STAINED
- 3)178 BUNDLES OF THE STEEL TUBES WERE WITH METAL STRAPS BROKEN/MISSING 1-3 PCS

ALL TERMS AND CONDITIONS, LIBERTIES AND EXCEPTIONS OF THE CHARTERPARTY DATED 06.06.2007 INCLUDING THE ENGLISH LAW AND ARBITRATION CLAUSE ARE HEREWITH INCORPORATED.

#### FREIGHT PREPAID

#### SAY TOTAL THREE HUNDRED AND FIFTY FOUR BUNDLES ONLY

(of which

NIL

on deck at Shipper's risk; the Carrier not

being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated **06 JUNE**, **2007** 

FREIGHT ADVANCE

Received on account of freight:

SHIPPED at the port of loading in apparent good order and condition on board the vessel for carriage to the port of Discharge of so near thereto as she may safely get the goods specified above.

IARTER-PARTY dated O6 JUNE, 2007 ves

Weight, measure, quality, quantity, condition, contents, and value unknown

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading Indicated below all of this tenor and date, any one of which being accomplished the other

shall be vold.
Time used for loading.....days.....hours.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at
FREIGHT PAYABLE AS PER
CP DD 06.06.2007 ISSUED IN
GREECE

Number of original Bs/L

3/3 (THREE)

Place and date of Issue
CHANGSHU PORT, CHINA
2007-06-30

Signature
AS AGENT FOR AND ON BEHALF OF MASTER:
PANFILOV YURIY

101

being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated O6 JUNE, 2007

SHIPPED at the port of loading in apparent good order and condition on board the vessel for carriage to the port of Discharge of so near thereto as she may safely get the goods specified above.

FREIGHT ADVANCE. Received on account of freight: Weight, measure, quality, quantity, condition, contents, and value unknown

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading Indicated below all of this tenor and date, any one of which being accomplished the other

Time used for loading.....hours.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Place and date of Issue

Freight pavable at FREIGHT PAYABLE AS PER CP DD 06.06.2007 ISSUED IN GREECE

CHANGSHU PORT, CHINA 2007-06-30

Number of original Bs/L

3/3 (THREE)

AS AGENT FOR AND ON BEHALF OF MASTER: PANFILOV YURIY

110

PAGE

CODE NAME CONCENSIAL EDITION 1994 LAK DOCUMENT 48 BILL OF LADING BILL OF LADING Shipper TO BE USED WITH CHARTER PARTIES OF 1915 1 Shipper DAYE SPECIAL STEEL CO., LTD. 316 HUANGSHI, HUBEI, P.R.CHINA POST CODE: 43500 Consignee TO THE ORDER Notify address MOS METAL STEEL LTD., VIA DELLA POSTA 2,6900 LUGANO/SWITZERLNAD port of loading Vessel CHANGSHU PORT OF CHINA VERA V.34 port of discharge **RAVENNA PORT** 

Shipper's description of goods

Gross Weight

G.W.: 483.055MT

N/M

217BUNDLES

#### HOT ROLLED STEEL ROUND BARS

1) THE STEEL BARS STORED AT THE OPEN YARD WITHOUT ANY COVERING DURING RAIN BEFORE LOADING

2) ALL OF THE STEEL BARS WITH SURFACE RUST STAINED

ALL TERMS AND CONDITIONS, LIBERTIES AND EXCEPTIONS OF THE CHARTERPARTY DATED 06.06.2007 INCLUDING THE ENGLISH LAW AND ARBITRATION CLAUSE ARE HEREWITH INCORPORATED.

#### FREIGHT PREPAID

## SAY TOTAL TWO HUNDRED AND SEVENTEEN BUNDLES ONLY

on deck at Shipper's risk; the Carrier not

being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated 06 JUNE, 2007

FREIGHT ADVANCE

Received on account of freight:

specified above. Weight, measure, quality, quantity, condition, contents, and value unknown

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading Indicated below all of this tenor and date, any one of which being accomplished the other shall be void.

SHIPPED at the port of loading in apparent good order and condition on board the

vessel for carriage to the port of Discharge of so near thereto as she may safely get the goods

Time used for loading......hours.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at FREIGHT PAYABLE AS PER CP DD 06.06.2007 ISSUED IN GREECE	
Number of original Bs/L	Signature AS AGENT FOR AND ON BEHALF OF MASTER:
3/3 (THREE)	PANFILOV YURIY

GREECE Number of original Bs/L Signature AS AGENT FOR AND ON BEHALF OF MASTER: PANFILOV YURIY 3/3 (THREE)

- 7) ALL BUNDLES SURFACE WERE SCRATCHED SLIGHTLY

ALL TERMS AND CONDITIONS, LIBERTIES AND EXCEPTIONS OF THE CHARTERPARTY DATED 06.06.2007 INCLUDING THE ENGLISH LAW AND ARBITRATION CLAUSE ARE HEREWITH INCORPORATED.

#### FREIGHT PREPAID

## SAY TOTAL ONE THOUSAND ONE HUNDRED AND FIFTY BUNDLES ONLY

on deck at Shipper's risk; the Carrier not (of which being responsible for loss or damage howsoever arising)

NIŁ

SHIPPED at the port of loading in apparent good order and condition on board the Freight payable as per vessel for carriage to the port of Discharge of so near thereto as she may safely get the goods CHARTER-PARTY dated 06 JUNE, 2007 specified above. Weight, measure, quality, quantity, condition, contents, and value unknown

FREIGHT ADVANCE IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Received on account of freight: Lading indicated below all of this tenor and date, any one of which being accomplished the other shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF .....hours, Time used for loading.....

> Place and date of Issue Freight payable at FREIGHT PAYABLE AS PER CHANGSHU PORT, CHINA CP DD 06.06.2007 ISSUED IN 2007-06-30 GREECE Number of original Bs/L Signature AS AGENT FOR AND ON BEHALF OF MASTER: 3/3 (THREE) PANFILOV YURIY

**HUBEI XIN YEGANG CO LTD** 316 HUANGSHI AVENUE HUANGSHI, HUBEI PEOPLE'S REPUBLIC OF CHINA

Consignee

TO THE ORDER OF SICAM SPA VIA MARZIANA 21 27020 PARONA

Notify address SICAM SPA VIA MARZIANA 21 27020 PARONA PV PHONE 003903842021, TELEFAX 00390384202291

Vessel VERA V.34 port of loading

CHANGSHU PORT IN CHINA

port of discharge RAVENNA PORT/ ITALY

Shipper's description of goods

**Gross Weight** 

G.W.: 1234.262MT

N/M

439BUNDLES

SEAMLESS MECHANICAL STEEL TUBES NUMBER OF DOCUMENTARY CREDIT CR076/174833 "DELIVERY TERMS C.AND F. LT" RAVENNA PORT, ITALY

- 1) THE STEEL TUBES STORED AT THE OPEN YARD WITHOUT ANY COVER STORED AT THE OPEN YARD WITHOUT ANY COVER DURING RAIN BEFORE LOADING
- 2) 264 BUNDLES WITH SURFACE PARTLY RUST STAINED
- 3) 175 BUNDLES WITH SURFACE RUST STAINED
- 4) 253 BUNDLES OF THE STEEL TUBES WERE WITH METAL STRAPS BROKEN/MISSING 1-3PCS
- 5) 47 BUNDLES LASHING LOOSEN
- 6) ALL BUNDLES SURFACE WERE SCRATCHED SLIGHTLY

ALL TERMS AND CONDITIONS, LIBERTIES AND EXCEPTIONS OF THE CHARTERPARTY DATED 06.06.2007 INCLUDING THE ENGLISH LAW AND ARBITRATION CLAUSE ARE HEREWITH INCORPORATED.

#### FREIGHT PREPAID

### SAY TOTAL FOUR HUNDRED AND THIRTY NINE BUNDLES ONLY

(of which

NIL

on deck at Shipper's risk; the Carrier not

being responsible for loss or damage howsoever ansing)

Freight payable as per CHARTER-PARTY dated 06 JUNE, 2007

SHIPPED at the port of toading In apparent good order and condition on board the vessel for carriage to the port of Discharge of so near thereto as she may safely get the goods specified above.

FREIGHT ADVANCE. Received on account of freight: Weight, measure, quality, quantity, condition, contents, and value unknown

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the other shall be void.

Time used for loading......hours.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Place and date of issue FREIGHT PAYABLE AS PER CHANGSHU PORT, CHINA CP DD 06.06.2007 ISSUED IN 2007-06-30 GREECE Signature Number of original Bs/L AS AGENT FOR AND ON BEHALF OF MASTER: 3/3 (THREE) **PANFILOV YURIY** 

#### SAY TOTAL ONE HUNDRED AND EIGHTY EIGHT BUNDLES ONLY

(of which

on deck at Shipper's risk; the Carrier not

being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated 06 JUNE, 2007

FREIGHT ADVANCE.

Received on account of freight:

SHIPPED at the port of loading in apparent good order and condition on board the vessel for carriage to the port of Discharge of so near thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents, and value unknown

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading Indicated below all of this tenor and date, any one of which being accomplished the other

shall be void.

Time used for loading......hours. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Place and date of issue CHANGSHU PORT, CHINA 2007-06-25
Signature AS AGENT FOR AND ON BEHALF OF CARRIER: VIKING MARINE S.A
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ALL TERMS AND CONDITIONS, LIBERTIES AND EXCEPTIONS OF THE CHARTERPARTY DATED 06.06.2007 INCLUDING THE ENGLISH LAW AND ARBITRATION CLAUSE ARE HEREWITH INCORPORATED.

#### "SHIPPED ON BOARD" "FREIGHT PREPAID"

### SAY TOTAL TWENTY ONE CASES ONLY

(of which

The second secon

on deck at Shipper's risk; the Carrier not

gnisd responsible for loss or damage however arising)  ${\sf S} \; {\sf H} \; {\sf IPPED} \;$  at the port of loading in apparent good order and condition on board the Freight payable as per CHARTER-PARTY dated 06.06.2007 ISSUED IN GREECE vessel for carriage to the port of Discharge of so near thereto as she may safely get the goods specified above. FREIGHT ADVANCE. Weight, measure, quality, quantity, condition, contents, and value unknown Received on account of freight: IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the other shall be void. Time used for loading. . . . . ... davs .... hours FOR CONDITIONS OF CARRIAGE SEE OVERLEAF Freight payable at Place and date of issue CHANGSHU, CHINA JUNE 30, 2007 Number of original 6s/L

AS AGENT FOR AND ON BEHALF OF THE MASTER: 3/3 (THREE) **PANFILOV YURIY** 

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AS AGENT FOR AND ON BEHALF OF MASTER:

3/3 (THREE)

CHARTER-PARTY dated		vessel for carriag specified above.	e to the port of Discharge of so near thereto as she may safely get the goods
	Weight, meast		quality, quantity, condition, contents, and value unknown
FREIGHT ADVANCE. Received on account of freight:		IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills Lading indicated below all of this tenor and date, any one of which being accomplished the of shall be vold.	
Time used for loadinghours.		FOR CONDITIONS OF CARRIAGE SEE OVERLEAF	
Γ	Freight payable at		Place and date of issue
			CHANGSHU, CHINA
	Number of original Bs/L		Signature
	THREE(3)	_	
	•	119	
			AS AGENT FOR AND ON BEHALF OF MASTER :
			1

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AS AGENT FOR AND ON BEHALF OF MASTER:

THREE(3)

PRIME HOT ROLLED STEEL PLATES

PAINT STENCILED STEEL GRADE/AND MARKS

CE HEAT NO. SIZE:

166.737MT

SAY TOTAL: 18PCS

**CLEAN ON BOARD** FREIGHT PREPAID

#### SAY TOTAL EIGHTEEN PIECES ONLY

(of which

NIL

on deck at Shipper's risk; the Carrier not

being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated		SHIPPEU at the port of loading in apparent good order and condition vessel for carriage to the port of Discharge of so near thereto as she may safely go specified above.				
FREIGHT ADVANCE.		Weight, measure, quality, quantity, condition, contents, and value unknown				
Received on account of freight:		IN WITNESS whereof the Master or Agent of the said Vessel has signed the numb Lading indicated below all of this tenor and date, any one of which being accomplish shall be void.				
Time used for loading	dayshours.	FOR CONDITION	FOR CONDITIONS OF CARRIAGE SEE OVERLEAF			
[	Freight payable at		Place and date of Issue			
			CHANGSHU, CHINA			
Number of original Bs/L		L	Signature			
	THREE(3)	. 12	1			
			as agent for and on behalf of mas	:		

## SAY TOTAL FOUR HUNDRED AND EIGHTEEN PIECES ONLY

(of which

on deck at Shipper's risk; the Carrier not

being responsible for loss or damage howsoever arising)

Freight payable as per

SHIPPED at the port of loading in apparent good order and condition on board the evessel for carriage to the port of Discharge of so near thereto as she may safely get the goods is specified above. specified above.

Weight, measure, quality, quantity, condition, contents, and value unknown

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of tading indicated below all of this tenor and date, any one of which being accomplished the other shall be vold.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

Place and date of issue

CHANGSHU, CHINA JUN,2007

CHARTER-PARTY dated

**CLEAN ON BOARD** 

FREIGHT ADVANCE. Received on account of freight:

Time used for loading......hours.

AS AGENT FOR AND ON BEHALF MASTER:

PAGE TO BE USED WITH CHARTER-PARTIES

CODE NAME 250H GENERAL PROPERTY CONTROL OF THE LAND CODE NAME 250H GENERAL PROPERTY CONTROL OF THE LAND CODE NAME 250H GENERAL PROPERTY CODE NAME 250H GENERAL

Shipper

YANTAI STEEL PIPE PLANT, SHANDONG NO. 92, ZHIFUTUN ROAD, ZHIFU DISTRICT, YANTAI CITY, SHANDONG PROVINCE, 264000, P.R. CHINA

Consignee

COMMERCIALE TUBI SPA VIA DELLE INDUSTRIE N°6

FOSSALTA DI PIAVE, VENICE

Notify address COMMERCIALE TUBI SPA VIA DELLE INDUSTRIE N°6

FOSSALTA DI PIAVE, VENICE

Vessel MV VERA V.34 port of loading

CHANGSHU, CHINA

port of discharge

RAVENNA PORT, ITALY

Shipper's description of goods

**Gross Weight** 

N/M

431 BUNDLES

G.W.:623.554 MT N.W.:623.554 MT

SEAMLESS LINE PIPE FOR HIGH TEMPERATURES

FREIGHT PREPAID CLEAN ON BOARD

# SAY TOTAL FOUR HUNDRED AND THIRTY ONE BUNDLES ONLY

(of which

NIL

on deck at Shipper's risk; the Carrier not

being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated

SHIPPED at the port of loading in apparent good order and condition on board the vessel for carriage to the port of Discharge of so near thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents, and value unknown

FREIGHT ADVANCE. Received on account of freight:

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the other shall be void.

Time used for loading.......days......hours.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

Place and date of Issue CHANGSHU, CHINA JUNE XX, 2007

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Case 2:07-cv-06520-LAugher of Piolad Shent 48 3/3 (THREE)

Filed 01/07/2008

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